

**TRANSLATION OF THE ORIGINAL DUTCH GENERAL TERMS AND CONDITIONS
in case of inconsistencies, the original Dutch version prevails**

**GENERAL TERMS AND CONDITIONS EVENEMENTEN AAN DE OVERKANT B.V.
JANUARY 2015**

These General Terms and Conditions apply to any rental agreement in which the Kromhouthal at business park De Overkant is a party.

Article 1 Definitions

In these General Terms and Conditions the following terms are used in the following meaning, unless expressly agreed otherwise:

- Lessor: the party indicated as such in the Rental Agreement
- Lessee: the party indicated as such in the Rental Agreement
- Rental agreement: The agreement entered into by Lessor and Lessee regarding the use of the Kromhouthal of De Overkant for the purpose of an event.

Article 2 General

1. These General Terms and Conditions apply to every quotation and agreement, of any nature, between lessor and lessee, as long as deviation from these General Terms and Conditions has not been confirmed expressly in writing.
2. The present General Terms and Conditions also apply to all agreements with lessor, the execution of which requires the services of a third party.
3. Any deviations to these General Terms and Conditions are only valid if they were expressly confirmed in writing.
4. The applicability of any purchase terms or other terms lessee might employ are expressly rejected.
5. Should one or more of the terms in these General Terms and Conditions be or become invalid, the other terms of these General Terms and Conditions will still fully apply. Lessor and lessee will then seek to determine new terms to replace the invalid or void terms, in which, where possible, the purpose and intent of the original terms are taken into consideration.

Article 3 Quotations

1. A rental quotation made by lessor is valid for 30 days, starting from the date on the quotation, unless otherwise indicated.

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2. Lessor is only obligated to the rental quotation should its acceptance by the other party be confirmed in writing within 30 days, unless otherwise indicated, and confirmed through a signed rental agreement.
3. The prices listed in said rental quotation are in Euro and exclusive of VAT and other levies imposed by government, as well as the potential costs stemming from the agreement such as shipping and administrative costs, unless otherwise indicated.
4. A compound price list does not obligate lessor to the performance of a partial order for a corresponding part of the listed price.
5. Offers do not automatically apply to future orders.
6. Should the acceptance differ (on minor points) from the offer made in the quotation, lessor is not obligated to the acceptance. The agreement is not established under this deviant acceptance, unless lessor indicates otherwise.

Article 4 Representatives of lessor resp. lessee

1. On behalf of lessor a supervisor will be present at all events (including their build-up and dismantlement days). The supervisor will provide the keys to lessee at the delivery and at that time also provide instructions for the usage of the facilities. The supervisor will also co-sign the delivery report with lessee at the time of the key exchange. During the production process and the event, the supervisor is the central contact person for lessee. Lessee should inform the supervisor at all times should any special circumstances or deviances occur. Lessee is obligated to follow instructions given by supervisor at all times. Should lessee not comply with Dutch Law, or the rules and regulations listed in the quotation (including appendices) and these General Terms and Conditions, a supervisor may suspend the activities and involve the competent authorities. Lessor may also impose a fine on lessee.
2. Lessor will only deliver the rented location to lessee, or a representative appointed and indicated to lessor prior to delivery. This also applies to the final delivery.
3. During the rental period a technical producer on behalf of the lessee is to be present in/around the rented property, whose name and contact information is to be announced to lessor prior to the event. This producer unlocks the rented location and makes sure it is properly locked up; s/he is also the central contact person for all suppliers, artists and other employees or guests of the event. The producer also makes sure all employees and (sub)suppliers prior to, during or after the event comply with any regulations related to the risk assessment and evaluation of the production. Should safety regulations not be complied with (for instance with regard to safety shoes, helmets, girding for scaffolding, etc. where applicable) the producer shall instruct and correct his suppliers.
4. Lessees who are not established in the Netherlands are obligated to work with a Dutch production company as severally liable co-lessee, with a minimum of one

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Dutch (living in The Netherlands and speaking Dutch) producer. Lessor will only discuss the production process with said Dutch producer.

Article 5 Execution of the agreement

1. If and to the extent of which a proper execution of the agreement so requires, lessor is entitled have certain tasks carried out fully or partially by third parties.
2. Lessor will execute its service at his best discretion and in accordance with the demands of good craftsmanship, if applicable in accordance with the arrangements and procedures as confirmed in writing.
3. All lessor's services will be executed based on the principle of employment to one's best abilities, unless and to the extent that a result obligation was included in writing in the agreement and said result was sufficiently defined.
4. Lessee will make sure that all information, which lessor indicates is necessary or which lessee reasonably may expect to be necessary for the execution of the agreement, is timely supplied to lessor. Should the information, necessary for the execution of agreement, not be timely supplied to lessor, lessor is entitled to postpone the execution of the agreement and/or charge lessee with any subsequent costs resulting from the delay under the usual rates.
5. Lessor is not liable for any damage occurring because lessor acted on incorrect or incomplete information supplied by lessee, unless their incorrectness or incompleteness was made known to lessor.
6. Should lessor, or any third party involved by lessor, perform activities on lessee's location or a location pointed out by lessee, lessee will provide any facilities they reasonably require free of charge.
7. Lessee indemnifies lessor from any claims by third parties, who suffer damages through the execution of the agreement and which are imputable to lessee.
8. Only should this be expressly agreed on in writing, is lessor obliged in the execution of his responsibilities to follow any instructions given to him by lessee in a timely and responsible manner. Lessor is not obliged to follow instructions which would alter or supplement the content or extent of the service agreed on.
9. Should a service agreement have been entered into with the purpose of performance by a particular person, lessor is always entitled to replace said person with someone with at least similar qualifications after consultation with lessee.

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Article 6 Permits, visitor numbers, smoke free

1. Lessee is responsible for applying and obtaining all necessary licences, permits, exemptions, and so on from the competent authorities. Lessee shall supply copies of the required and obtained licences to lessor prior to the event.
2. Gas bottles are prohibited in all buildings. All materials brought in by lessee, for instance sets, curtains, as well as floor plans should be approved by the Amsterdam fire department.
3. Should the required licences not be obtained or should lessee not comply with the demands of a licence, lessor reserves the right to either postpone or terminate the activities. The financial obligation lessee has towards lessor under the terms of the agreement will remain in full force after a postponement.
4. Lessee is responsible for keeping track of the visitor numbers. Depending on the design and the lay-out of the area, a deviating maximum amount of visitors may be set, this maximum is final. An accurate listing of visitor numbers should be available for the event supervisor at all times during an event.
5. Screwing, nailing, stapling, painting, gluing of any nature is not allowed. Also frying, baking, stir frying or grilling are not allowed. Furthermore it is not allowed to attach materials to walls, ceilings, windows, doors and floor with tape. Any damage or modifications which occur because lessee does not comply with these regulations, are to be repaired at lessee's expense. Alterations to the state of the buildings may occur between a visit or tour and the event. Lessor will timely report such alterations to lessee.
6. Smoking is prohibited all rented areas.

Article 7 Alterations to the agreement

1. Should it become evident during the execution of the agreement that a proper execution requires alteration or supplement of the extra goods or services, parties will alter and then confirm the agreement in that regard in a timely manner and by mutual agreement.
2. Should parties agree that the agreement is to be altered or supplemented, parties accept that the execution deadline, the planned functionality, the quality of the execution and the budget will be subsequently influenced.

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Article 8 Payment

1. Payment of the invoice amounts for the rental price and additional delivery and services by lessor and/or the reimbursement of any claimable costs made by lessor in the execution of the agreement, shall be made within fourteen calendar days after the invoice date through bank transfer to lessor's given bank account. Any objections to the amount listed on the invoice, do not suspend the payment obligation.
2. Should lessee be in default regarding the obligation to make payment within fourteen days, lessee is legally in default without any notice being required. Lessee is due interest on the amount payable from then on, said interest being the statutory interest (art. 6:119a of the Dutch Civil Code). The interest due will be determined from the moment the default commences until the full amount is paid.
3. In case of lessee's liquidation, bankruptcy, attachment or moratorium, all claims lessor has on lessee are immediately due.
4. Payments made by lessee are primarily to settle all interest and rents due, secondly to all invoices due regardless of any description stated by lessee at the transfer.
5. Should lessee remain in default after notice has been given, lessor may pass on the claim in which case lessor is entitled to all legal as well as extrajudicial costs incurred through the default, including costs for lessor himself, lawyer, solicitor, acting manager, bailiff and/or collection agency.
6. Should lessee remain in default regarding the payment of any amount, lessor is entitled to withhold disposal of the rented location. This does not alter the obligation lessee has to timely settle unpaid or yet unsend invoices.

Article 9 Research, complaints

1. Complaints regarding the rented location or any additional matters of services rendered should be reported by lessee to lessor in writing immediately yet within thirty days upon completion of said services. A notice should provide a fully detailed description of the default, allowing lessor an adequate response.
2. Should a complaint be found valid, lessor will still execute said services or correct them as agreed, unless this is proved to be useless for lessee and such is communicated in writing to lessor.
3. Complaints never give lessee any claim to repayment of the rental price or additional fees, or any postponement of any full or partial payment.
4. Should the execution of agreed on services at a later stage no longer be possible or useful, lessor will only be liable within the framework of article 13.

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Article 10 Cancellation

1. Lessee is entitled to cancel. In such event lessee is obligated to reimburse lessor for damages suffered in accordance with the table below:
 - In case of postponement or cancellation in a period 12 to 9 months prior the starting moment, a minimum of 10% of the full price;
 - In case of postponement or cancellation in a period 9 to 6 months prior the starting moment, a minimum of 25% of the full price;
 - In case of postponement or cancellation in a period 6 to 3 months prior the starting moment, a minimum of 50% of the full price;
 - In case of postponement or cancellation in a period 3 to 1 month prior the starting moment, a minimum of 75% of the full price;
 - In case of postponement or cancellation in a period 1 month prior up unto to the starting moment, 100% of the full price.
2. Should lessee cancel the order, he is obligated to indemnify lessor from any third party claims resulting from the cancellation or annulment of the order.
3. Cancellation during the rental period is not possible.
4. Should the payment obligations at the time of cancellation exceed the amount lessee is due to lessor as a result of the cancellation policy, this including obligations towards third parties resulting from the agreement, lessee shall reimburse this higher amount to lessor.

Article 11 Postponement and annulment

1. Lessor is entitled to postpone the fulfilment of the obligations or annul the agreement when:
 - Lessee does not or not fully fulfil all the obligations of the agreement;
 - After the establishment of the agreement, lessor learns of well-founded doubts whether lessee can meet its obligations towards lessor. In case of well-founded doubts that lessee will only partially meet its obligations, postponement is only allowed to the extent the shortcomings justify;
 - Lessee has been required to provide collateral for the settlement of its obligations resulting from the agreement, and said collateral failed to materialise or proved insufficient.;
 - Circumstances arise of a nature such that the fulfilment of the agreement becomes impossible or can no longer reasonably be demanded or in case other circumstances arise which are of a nature such that an unaltered maintaining of the agreement may not reasonably be expected.
2. Lessor is entitled to fully or partly annul the agreement without legal intervention and without giving prior notice should lessee face impending or actual bankruptcy, moratorium, attachment, or in case lessee's company is liquidated or ceases its current activities.

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3. Should the agreement be annulled, claims lessor has on lessee become immediately due. Should lessor postpone the fulfilment of these obligations, he maintains his rights resulting from both law and agreement.
4. Lessor reserves the right to claim damages at any time.

Article 12 Objects put at lessee's disposal

1. Should lessor provide lessee with any objects for the execution of the agreement, lessee is obliged to return these objects in their original state, flawless, and fully, immediately after the end of the rental period or upon lessor's request. Should lessee not meet this requirement, he is liable for all subsequent costs.
2. Lessee is obliged to treat the objects with due diligence. The objects may not in any way be altered by or on behalf of lessee. Lessee is not permitted to rent out, lease, loan or in any other way part with the objects without lessor's prior written consent.
3. The risk of loss, theft or damage of the objects transfers to lessee at the moment these were actually delivered to lessee or their third party agent.
4. Should lessee, for whatever reason, not comply with the abovementioned obligation even after notice, lessor is entitled to recoup any subsequent damages and costs, including the replacement costs, from lessee.

Article 13 Liability

1. Lessor is not liable towards lessee for any possible negative results for lessee resulting from work being carried out on the grounds or the buildings. If possible, lessor will inform lessee beforehand of any planned work. Damages to or loss of lessor's property will be charged to lessee, who is obligated to take out insurances for this purpose. Lessor is not liable for any damage or loss of lessee's property, nor for injuries of persons employed by or working for lessee, suppliers or third parties. Lessee is responsible for its own insurance with regard to home contents and liability (short-term liability insurance). Lessor is not liable for any damage caused by theft, damage resulting from flaws of buildings or damages caused by third parties.
2. Lessor's total liability can never exceed an amount equal to the agreed on total amount listed in the rental agreement. Furthermore, the liability can never exceed the maximum amount covered by lessor's insurance company for an incident.
3. Lessor's liability resulting from imputable shortcomings in the fulfilment of the agreement can only arise should lessee inform lessor through an immediate and thorough notice, in which a reasonable period is set in which the shortcoming may be cured after which lessor still remains in default in the fulfilment of its

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- obligations. The proof of default should contain a full and as detailed as possible description of the default, allowing lessor to form an adequate response.
4. A condition for any right to damages is always that lessee reports a damage as soon as possible to lessor. Any claim to damagers lapses through the mere passing of 12 months after the origin of the claim occurred.
 5. Lessee indemnifies lessor from all third party claims for product liability resulting from a flawed product or system delivered to a third party by lessee and which partly consisted of equipment, software or other materials supplied by lessor.
 6. Lessee indemnifies lessor from all claims by third parties resulting from the execution of the agreement.

Article 14 Non-attributable failure and force majeure

1. Parties are not obliged to the fulfilment of any obligation, should they be hindered by force majeure.
2. In these General Terms and Conditions, force majeure is considered, besides all it includes through law and jurisprudence, all external causes, anticipated or not, which cannot reasonably be considered the risk of either party, which parties have no control over, yet which impedes parties from fulfilling their obligations. This includes strikes in lessor's company.
3. Lessor is also entitled to appeal to force majeure should the circumstance hindering (further) fulfilment occur after lessor should have fulfilled its obligations.

Article 15 Confidentiality clause

1. Both parties are under obligation to observe secrecy for all confidential information they have obtained through the agreement or any other source. Information is to be considered confidential should the other party have expressed it to be or when this is apparent from the nature of the information.
2. If, resulting from a legal provision or court ruling, lessor is obliged by either the law or the competent court or to provide confidential information to a third party, and lessor can not apply to any legal exemption or privilege of non-disclosure, lessor is not obligated to pay any damages or compensation and the other party is not entitled the annulment of the agreement based on any damage resulting from this disclosure.
3. Should the agreement be terminated for any reason, the confidentiality requirements remain valid and applicable.

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Article 16 Transfer of risk

The risk of loss of or damage to objects which are part of the agreement, will transfer to lessee at the actual moment they are put to his disposal and are thereby placed under lessee's control or the control of a third party appointed by lessee.

Article 17 Disputes and applicable law

1. Any agreements between lessee and lessor are exclusively governed by Dutch law. Any disputes will be presented exclusively to the competent court in Amsterdam, the Netherlands.
2. Parties will only appeal to the court after they have made their best efforts to settle the dispute by mutual agreement.

Article 18 Alteration, interpretation and location of these General Terms and Conditions

1. These General Terms and Conditions can be downloaded from lessor's website: www.kromhouthal.com.
2. In the interpretation of the content and intent of these General Terms and Conditions, its Dutch text always prevails.
3. The most recently filed version is always applicable casu quo the version which was applicable at the time the agreement was established.

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